

*Contract no. 704*

A G R E E M E N T

between

BOROUGH OF ELMWOOD PARK

and

NJELU #1/SEIU LOCAL 1988  
ELMWOOD PARK WHITE COLLAR EMPLOYEES

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January 1, 1990 through December 31, 1992

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Law Offices  
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PREAMBLE

This Agreement made this                    day of                   , 1990 by  
and between:

THE BOROUGH OF ELMWOOD PARK, NEW JERSEY (hereinafter referred to  
as the "Borough"), and

NJELU NO. 1/SEIU LOCAL 1988, ELMWOOD PARK WHITE COLLAR UNIT  
(hereinafter referred to as the "Union").

## ARTICLE I - RECOGNITION

The Borough hereby recognizes the Union as the exclusive representative of the employees in the negotiating unit of all "white collar employees" as set forth on Schedule "A" attached hereto.

The parties understand and agree that the continued inclusion of the titles of Court Clerk and Violations Clerk shall be determined by the Administrative Office of the Courts and/or the Public Employment Relations Commission.

## ARTICLE II - SALARIES

Employees shall be paid in accordance with the salary schedule attached hereto as Schedule "B".

The salary schedule reflects adjustments to wage rates in each title and grade as follows:

Effective January 1, 1990	\$1,850
Effective January 1, 1991	\$2,000
Effective January 1, 1992	\$1,900

### ARTICLE III - LONGEVITY

In addition to salaries, wages, or other payments hereunder, each employee shall receive longevity compensation based upon years of service with the Borough as follows:

Upon completion of the 3rd year  
to completion of the 5th year .....1% of salary

From the beginning of the 6th year  
to completion of the 8th year .....2% of salary

From the beginning of the 9th year  
to completion of the 11th year .....3% of salary

From the beginning of the 12th year  
to completion of the 14th year .....4% of salary

From the beginning of the 15th year  
to completion of the 20th year .....5% of salary

From the beginning of the 21st year  
to completion of the 25th year .....6% of salary

25 years and over .....8% of salary  
Such payment shall be made annually.

Such payments shall be added to each employee's base annual salary.

#### ARTICLE IV - HOURS OF WORK - OVERTIME

All employees shall work a basic thirty-two and one-half (32 1/2) hours work week consisting of six and one-half (6 1/2) hours each day for five (5) days each with one (1) hour for an unpaid lunch break in each day.

Overtime at the rate of one and one-half (1 1/2) times the regular base rate of pay calculated on an hourly basis, shall be paid for each hour worked in excess of forty (40) hours per week. For hours worked between 32 1/2 hours to 40 hours per week, the employee shall be compensated by being given an equivalent number of hours off at a subsequent time and day acceptable to both the employee and the Department Head.

## ARTICLE V - HOLIDAYS, PERSONAL DAYS & FUNERAL LEAVE

Section 1. Each employee shall enjoy the following Fourteen (14) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
	Christmas Eve (one-half day/P.M.)

B. In the event that a holiday falls on a Sunday, the following Monday shall be observed as a holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. This provision shall not apply to part-time employees compensated on an hourly basis.

Section 2. Each employee shall be entitled to one (1) personal leave day annually without loss of pay in addition to any other time off provided for in this Agreement. Effective January 1, 1992, each employee shall be entitled to two (2) personal leave days annually.

Section 3. A death in the Employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death up to and including the day after the funeral, not to exceed five (5) working days.

B. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents and all other relatives residing at the Employee's household.



## ARTICLE VI - INSURANCE

All insurance policies, or their equivalent, effective as of commencement of this Agreement, shall be continued in full force and effect during the term of this Agreement including health insurance coverage for retired employees of this unit.

The Dental Prescription Plan effective as of the commencement of this Agreement shall be continued in full force and effect during the term of this Agreement.

Each employee covered herein shall be entitled, upon presentation of a voucher, to reimbursement for eye care expenses on the following basis: \$125.00 (employee and/or family).

The parties understand and agree that in the event an eye care program is improved for other Borough employees, then this contract shall be reopened for purposes of negotiations between the parties of this Agreement as to this particular benefit.

## ARTICLE VII - VACATIONS

All full time employees shall be allowed vacation leave from their employment with the continuance of compensation provided herein, in accordance with the following schedule:

1st year ..... 1 day per month worked

1 to 5 years of service ..... 12 working days

Completion of the 10th year  
to completion of the  
15th year of service ..... 20 working days

Completion of the 15th year  
of service to completion of

Completion of 20th year  
of service..... 30 working days

During an employee's vacation, a temporary replacement shall be provided to perform at least a portion of the said employee's duties during that period.

Where in any calendar year the vacation or any part thereof is not taken or granted it shall accumulate and be granted in the next succeeding calendar year only, subject to the approval of the Borough Council, which approval shall not be reasonably withheld.

An employee may opt to receive cash in lieu of vacation leave for the last two (2) years or portion thereof prior to retirement, provided (a) such cash payment does not exceed Two Thousand Five

Hundred (\$2,500.00) Dollars per year, and (b) that the employee notifies the employer that he/she is opting for cash in the year immediately prior to the payment with the exception of the current year.

## ARTICLE VIII - GRIEVANCE PROCEDURE

Any grievance relating to the position, wages or working conditions of a permanent employee in the classified service as defined in the Civil Service Rules of New Jersey or a temporary or provisional employee in said service who has been employed by the Borough for at least ninety (90) days shall be handled in the manner set forth below:

(a) The employee should discuss the grievance with his or her immediate supervisor. He or she may be represented by a member of the Union. In the event the Union declines to represent the employee, he or she shall have the right to proceed without such representation. If the employee is not satisfied with the result of the discussion with his or her supervisor, he or she may file a written notice of grievance with his or her Department Head. If, for any reason, the employee does not wish to discuss the grievance with his or her supervisor, he or she may begin the procedure with the written notice to the Department Head.

(b) The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and the Union of such decision immediately thereafter and forward to them a copy of his determination.

(c) The employee may appeal the decision of the Department Head if he or she is unsatisfied with the result by filing a written notice of appeal with the Administrator, and, at the same time,

forwarding copies of all previous writings on the matter. Within the next ten (10) days the Administrator shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Union of such decision immediately thereafter and forward to them a copy of his determination.

(d) The employee may appeal the decision of the Administrator if he or she is unsatisfied with the result by filing a written notice of appeal with the Borough Council, and, at the same time, forwarding copies of all previous writings on the matter. Within the next twenty (20) days, the Borough Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Union of such decision immediately thereafter and forward to them a copy of its determination.

(e) If the grievances are not settled by the steps outlined above, the Union and/or the employee, within ten (10) working days after receipt by the employee and the Union of the Borough Council's decision, shall have the right to submit such grievances which are claimed violations, misinterpretations, or misapplications of the terms of this Agreement and of all existing Borough employment policies affecting the said employee or the Council, to an arbitrator appointed from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a final, non-

binding decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing but shall not be binding on either part. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

(f) Nothing contained herein shall be meant to modify or limit any rights of any of the parties as set forth in any State Statutes or regulations of any State or Federal agency.

## ARTICLE IX TERMINAL LEAVE

(A) Each employee desiring to retire from employment shall receive a terminal leave payment immediately prior to his or her said retirement provided that the employee notifies the Borough of his or her intended retirement prior to February 15th of the year of the effective date of the said retirement. Such terminal leave payment shall be made in accordance with the following schedule:

- (a) 1 to 7 years of employment .....1 month's pay
- (b) 8 to 14 years of employment.....2 month's pay
- (c) 15 to 21 years of employment.....3 month's pay
- (d) 22 years of employment and over.....4 month's pay

(B) Immediately prior to retirement each employee shall receive a sum equivalent to the value of one-half (1/2) of all accumulated sick leave from January 1, 1962, to the effective date of the employee's retirement, not to exceed a value equal to sixty (60) working days.

(C) All employees covered herein shall be permitted to exercise his/her option to receive terminal leave, vested vacation leave and credited sick leave in a lump sum cash payment or in paid leave time prior to the effective date of the employee's retirement.

Employees hired on or after January 1, 1988, shall receive payment for the above only in a cash lump sum payment.

## ARTICLE X - SICK LEAVE

(A) All full time employees shall be compensated annually for up to fifteen (15) days absence from work by reason of illness. Should the employee require none or only a portion of the earned sick leave for any year the amount not taken shall accumulate to the employee's credit from year to year.

(B) The parties agree that an Employee Assistance Program shall be established which shall be voluntary, strictly confidential and distinct from any adverse consequences toward employment. Said program shall have as its sole purpose the encouragement of employees to obtain assistance for serious afflictions (eg., alcoholism).



## ARTICLE XI - SENIORITY

(A) In the event that an employment opportunity occurs in the classified service, any provisional appointment thereto shall be based upon seniority providing that the said appointee possesses the qualifications necessary to perform the duties of the position and provided further that the employee accepts the position within five (5) days of it being offered to him or her. Thereafter, the Borough shall within a reasonable period of time call for a Department of Personnel examination before permanent appointment is made.

(B) All appointments under this provision shall be in conformity with all regulations of Department of Personnel and applicable statutes involving the Department of Personnel.

(C) Consistent with the principle of a fair day's work for a fair day's pay, and consistent with the employee's welfare in regard to safety, health, and sustained effort, the employees herein agrees to cooperate with management in its effort to increase employee effectiveness and productivity, provided that disputes concerning proper workload assignments and compensation therefore shall be subject to the grievance procedure of this contract.

## ARTICLE XII - SEVERABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XIII - TERM OF AGREEMENT AND CONTINUATION  
OF CONTRACT PROVISIONS

This Agreement shall be effective from January 1, 1990 through December 31, 1992, for all terms and conditions of employment.

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor agreement is executed and becomes effective.

BOROUGH OF ELMWOOD PARK

ATTEST:

Howard Camlet

By: Richard A. Mola

NJELU LOCAL NO. 1/SEIU LOCAL 1988  
ELMWOOD PARK WHITE COLLAR UNIT

By: Shirley Leibler, President

By: Mary A. Janis, Shop Steward

SCHEDULE "A" - JOB TITLES

Senior Cashier  
Cashier  
Principal Bookkeeping Machine Operator  
Clerk - Bookkeeper  
Clerk - Typist  
Building Permit Clerk  
Principal Clerk - Bookkeeper  
Assistant Tax Collector  
Court Clerk  
Violation Clerk  
Principal Account Clerk  
Principal Cashier (Typing)

Together with all other employees who are or in the future may become employed by the Borough to perform clerical, secretarial, bookkeeping or similar duties.